

FPL Budget Billing

Universal Orlando Annual Passes Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

These Official Rules (the “**Official Rules**”) apply to the FPL Budget Billing® Giveaway (“**Sweepstakes**”) being conducted by Florida Power & Light Company, a Florida Corporation (“**FPL**” or “**Sponsor**”), and administered by Cohen-Friedberg Associates, LLC www.cfapromo.com (“**Administrator**”). This Sweepstakes begins Friday, Sept., 1, 2023 at 12:01 a.m. Eastern Time (“**ET**”) and ends on Friday, Oct., 20, 2023 at 11:59 p.m. ET (the “**Sweepstakes Period**”). The clock on FPL’s web site will be the official timekeeper for this Sweepstakes. **THIS SWEEPSTAKES IS VOID WHERE PROHIBITED BY LAW OR REGULATORY ORDER BY THE FLORIDA PUBLIC SERVICE COMMISSION.**

ELIGIBILITY:

NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS REQUIRED BY YOU TO ENTER, WIN OR TO REGISTER IN THE SWEEPSTAKES. THIS SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. DO NOT PROCEED IN THIS SWEEPSTAKES IF YOU ARE NOT AN ELIGIBLE FPL RESIDENTIAL CUSTOMER WHO RESIDES IN THE STATE OF FLORIDA AT THE TIME OF ENTRY.

The Sweepstakes is only open to FPL’s eligible customers that enrolled in the Budget Billing Program, a free bill management program, offered by FPL, who at the time of entry are eighteen (18) years of age or older and a legal resident of the State of Florida (“**you**” or “**your**” or “**entrant**”). Employees of FPL, its respective subsidiaries, affiliates, and advertising and promotion agencies, including Administrator, and their immediate families (spouse, parents, children and siblings and their respective spouses) and individuals living in the same households of such employees are ineligible to receive the Prize.

HOW TO ENTER THE SWEEPSTAKES:

Visit the link provided in the Sweepstakes marketing solicitations online and register to participate in the FPL Budget Billing Program, a free bill management program (hereinafter referred to as the “**Billing Program**”). All registrations must be received by 11:59PM (ET) Sunday, Oct., 20, 2023. **LIMIT:** Only one entry per FPL account number.

FPL Budget Billing gives you more predictable electric bills by evening out your energy costs over the year, so you pay about the same amount each month.

By entering into this Sweepstakes, you agree to FPL's use of your personal information as described in the NextEra Energy® web site privacy policy at http://www.nexteraenergy.com/privacy_policy.shtml and in these Official Rules. In the event of any discrepancy between the privacy policy and these Official Rules, these Official Rules shall control and govern.

If an entrant enters the Sweepstakes using your mobile device, messaging and/or data fees may apply. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. An Entrant should consult his/her wireless service provider's pricing plan for details. Each entrant agrees to incur any and all charges demanded by his/her wireless carrier. Each entrant should also check his/her device's features for capabilities and check the device manual for specific use instructions.

SWEEPSTAKES DRAWING:

On or about **Monday, Oct., 30, 2023** a random drawing from all eligible entries received, will be conducted under the direction of the Administrator, an independent organization, whose decisions are final and legally binding in all matters relating to this Sweepstakes. Potential winning entry may be required to provide FPL with proof that the potential winner is the authorized FPL account holder of the address associated with the potentially winning entry.

SWEEPSTAKES PRIZE:

Sweepstakes odds of winning are based on the total number of eligible entries received. Only the following prize listed below will be awarded in this Sweepstakes (the "**Prize**"):

Eight (8) Universal Orlando Prizes (Each a "Prize"): Each winner will receive the following:

- 4-pack of Universal Orlando Seasonal Passes. Terms and conditions of the Seasonal Passes apply. Black out dates apply. Park-To-Park admission to Universal Studios, FL and Universal Islands of Adventure.

Total approximate retail value of each Prize is \$1,299.96 (Florida resident pricing).

Prize winners with a Prize value of \$600 or more will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits") as well as any other documents required by Sponsor, all of which must be

received by the Administrator fully-executed within four (4) calendar days of receipt or such potential prize winner may be disqualified and an alternate potential prize winner may be selected.

The winner is responsible for any applicable federal state or local taxes on any Prize received. In order to claim a Prize additional releases and/or waivers of liability may be required by the Sponsor.

The Winner agrees to release FPL, and its respective parent corporations, officers, directors, employees and stock holders from any injuries, damages or losses of any kind including death that may arise out of the participation in this Sweepstakes or out of the acceptance, use, misuse or possession of the Prize.

When visiting Universal Orlando Resort, you are asked to follow guidelines from the CDC, health officials, and Universal Orlando policies. Review important safety guidelines at [UniversalOrlando.com/SafetyInfo](https://www.universalorlando.com/SafetyInfo)

WINNERS LIST:

To receive the name of the Prize winners, send a self-addressed stamped envelope to: FPL Budget Billing Giveaway Winners, PO Box 368, E. Falmouth, MA 02556-368. Requests must be received no later than 11/10/23.

NOTIFICATION OF WINNER:

Prize winner may be notified by email or phone, whichever is appropriate, as determined by the Administrator. The Prize will be forfeited if the winner is in non-compliance with these Official Rules or if selected potential winner cannot be contacted, provides incorrect phone number, email or mailing address, is ineligible, fails to claim the Prize, or if the Prize notification or Prize is returned as undeliverable. In that event, an alternate winner will be randomly selected from all eligible entries received. By entering this Sweepstakes, you authorize Sponsor and its contractors to list your name and state on the Winners List, pending eligibility confirmation, should your entry be drawn. By entering this Sweepstakes, you agree to be bound by these Official Rules.

Acceptance of the Prize by the Prize winner constitutes permission by such person for Sponsor to use the winner's name, voice, likeness, and Prize won along with his or her address (city and state) and the right to use and publish their entries, proper name, any statements made or attributed to such winner, and any posting photographs, descriptions or messages, uploaded files, inputted data, or engaging in any other form of communication with or through the FPL website (collectively, the "**Attributes**") in any and all media, including the Winners List (as defined above), unless otherwise prohibited by law. This will include, but is not limited to, media now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising and promotional purposes in connection with this Sweepstakes without

further consideration, compensation, and the winner hereby releases Sponsor from all and all claims arising out of the use of such Attributes whatsoever.

GENERAL CONDITIONS:

All taxes, fees and surcharges on the Prize won are the sole responsibility of the winner. YOU AGREE (I) TO BE BOUND BY ALL APPLICABLE U.S. LAWS AND REGULATIONS, AS WELL AS THESE OFFICIAL RULES AND THE DECISION OF FPL AND ADMINISTRATOR, WHICH ARE FINAL AND LEGALLY BINDING ON ALL MATTERS RELATING TO THE SWEEPSTAKES, (II) TO WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THESE OFFICIAL RULES, AND (III) TO RELEASE, INDEMNIFY AND HOLD HARMLESS FPL, AND ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, AGENTS, REPRESENTATIVES, PROMOTION AND ADVERTISING AGENCIES, INCLUDING THE ADMINISTRATOR, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS (COLLECTIVELY, "**RELEASEES**") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NON USE OF THE PRIZE THAT MAY BE AWARDED. Releasees are not responsible for printing or typographical errors in any Sweepstakes-related materials; for stolen, lost, late, misdirected, damaged, incomplete, inaccurate entries, postage due, or for transactions that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, paper transfer, human or other error; or for electronic, computer, or telephonic malfunction or error, including any injury or damage to you or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes, or inability to access any web site associated with this Sweepstakes, or process any transaction thereon. If in FPL's sole opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of this Sweepstakes, the Administrator and Sponsor each reserves the right at its sole discretion to disqualify any individual Administrator or Sponsor believes has tampered with the entry process and/or void any entries Administrator or Sponsor believes to have been submitted fraudulently, to modify or suspend this Sweepstakes, or to terminate this Sweepstakes and conduct a random drawing to award the Prize using all non-suspect entries received as of the termination date. Moreover, FPL reserves the right to rescind or change these Official Rules or this Sweepstakes at any time without notice unless otherwise prohibited by applicable law. ANY ATTEMPT BY YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, FPL RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Any attempts by an individual to access any

web site associated with this Sweepstakes via a bot script or other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices or programs such as by script, macro or any other automated means is prohibited and entries so generated are void. This Sweepstakes is conducted in English (which will be given its everyday ordinary meaning). By entering this Sweepstakes, you hereby agree that (a) any and all disputes shall be resolved in the appropriate state and federal courts in the State of Florida located in West Palm Beach, Florida, exclusively, and subject to the laws of the State of Florida (and should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida), (b) you irrevocably waive any objection, which any of them may now or hereafter have to the bringing of any such action or proceeding in such respective jurisdictions, including any objection to the laying of venue based on the grounds of forum non conveniens and any objection based on the grounds of lack of in personam jurisdiction, and (c) IN ANY LITIGATION ARISING FROM OR RELATED TO THIS SWEEPSTAKES, YOU HERETO AND HEREBY KNOWINGLY, VOLUNTARILY INTENTIONALLY WAIVE THE RIGHT YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY COURSE OF CONDUCT, COURSE OR DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY RELATING TO THIS SWEEPSTAKES. You may not assign, transfer or otherwise delegate any obligation you have under these Official Rules without FPL's prior written approval, which such approval may be withheld by FPL in its sole discretion. The failure of FPL to enforce, insist upon, or comply with any of the terms, conditions or covenants of these Official Rules or the Sweepstakes, or FPL's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect. You acknowledge that you have carefully reviewed these Official Rules, that you have been advised with regard to the subject matter hereof by legal counsel selected by you if you so choose to seek such counsel, and that these Official Rules and any uncertainty or ambiguity herein and therein shall not be construed against FPL as drafter. Should any provision, portion or application thereof, of these Official Rules be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable laws, an equitable adjustment to the affected provisions of these Official Rules with a view toward effecting the purpose of these Official Rules and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

Sweepstakes sponsored solely by:

Florida Power & Light Company
700 Universe Blvd
Juno Beach, FL 33408

Sweepstakes administration by:

Cohen-Friedberg Associates, LLC
Falmouth, MA 02556
www.cfapromo.com

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